

OLD BUSINESS

RFP'S FOR CONSERVATION EASEMENTS



August 16, 2016

Rose Corona, President
TEAM RCD
PO Box 2078
Temecula, CA 92592

Dear Ms Corona:

On behalf of the Board of Directors, I would like to thank you and TEAM RCD for the opportunity to bid on the Request for Proposal for TEAM RCD's conservation easement compliance monitoring and annual reporting provided on August 6, 2016.

Unfortunately at this time we will not be able to bid on the RFP due to our current project commitments.

Please let us know if we can be of any further assistance.

Sincerely,



ALFRED B BONNETT
President

Subject Re: Correction to RFP for TEAM RCD
From Brett <Bmills.SJBRCd@verizon.net>
To Rose Corona <rose.corona@teamrcd.org>
Date 2016-08-24 14:50



Hi Rose,

Hope all is well, I just wanted to let you know that my board met this week and unfortunately SJB will not be able to put in an RFP at this time; but please keep us on your list for future endeavors.

Thanks,
Brett

On Aug 24, 2016, at 6:57 AM, Rose Corona <rose.corona@teamrcd.org> wrote:

All,

There seems to be some confusion in our RFP regarding the reporting requirements of the Adeline Farm Conservation Easement asking for QUARTERLY photographs on the easement. After much research, we are asking all bidders to please note that the Adeline Farms property should just be an ANNUAL report with photos and NOT quarterly photographs. This may be necessary in the future as more development impacts the easement but for now, we are asking to just have an annual reporting on the Easement. We appreciate your understanding and please adjust your bids accordingly. If you have already submitted your bid, please contact Carol Lee Brady at: Carol.Lee.Brady@teamrcd.org and advise her that you will be sending or e-mailing her an amended bid based on this error.

Thank you for your understanding and we look forward to looking over your bids.

Thank you,

Rose Corona
TEAM RCD President



PO Box 5407
Riverside, CA 92517
(951) 780-1012
Fax (951) 780-5893
<http://www.sawatershed.org>

Board of Directors: 24 August 2016

Mandy Parkes,
Chair

Temecula-Elsinore-Anza-Murieta Resource Conservation District
PO Box 2078

Brett Mills,
Vice-Chair

Temecula, CA 92593-2078

Rick Neugebauer,
Treasurer

Kerwin Russell,
Secretary

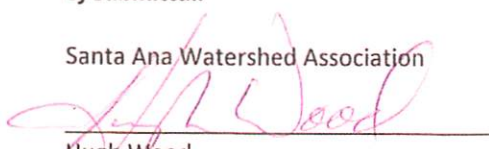
Richard Zembal,
Director

Re: Conservation Easement Monitoring & Reporting 2016-2017

The Santa Ana Watershed Association (SAWA) is submitting this "Letter of Offer" and the requested proposal documents in response to TEAMRCD's RFP for Conservation Easement Monitoring & Report 2016-2017. SAWA's qualified biologists hold USFWS Section 10(a)(1)(A) permits and a State MOU for the monitoring of the endangered species. They hold Scientific Collecting Permits from the State, SAWA biologists have experience with the endangered Least Bell's vireo, endangered Southwestern Willow Flycatcher, threatened California Gnatcatcher. In this work, they have extensive experience monitoring wildlife and assessing habitat values. Additionally, SAWA has a California Department of Fish and Wildlife Lake and Streambed Alteration permit No. 1600-2010-0004-R6. SAWA's mailing address is PO Box 5407, Riverside CA 92517; physical address is 450 E. Alessandro Blvd, Riverside, CA 92508. Our general telephone number is (951) 780-1012; my cell phone number is (714) 768-3545. There will be no subcontractors. Sue Hoffman, Manager, Wildlife Habitat and Management Services, at the above address, 951-538-0284, will be the contact person during the period of evaluation.

This proposal shall remain in valid for a period of not less than 90 calendar days from the date of submittal.

Santa Ana Watershed Association


Hugh Wood

C. **Technical Proposal**

Qualifications, Related Experience and References of Offeror

1. a. SAWA is a non-profit public benefit corporation, whose mission includes control of invasive plant species and improvement of the habitat for native plants and wildlife in the Santa Ana River Watershed. SAWA was established in March 2003. SAWA is an association of Resource Conservation Districts organized under the Public Resource Code whose primary responsibility is to restore natural resources in the Santa Ana River Watershed. SAWA has, since its inception, provided habitat restoration services throughout the Santa Ana River Watershed. Services include the removal of over 4,500 acres of invasive plant species and habitat restoration work throughout the watershed and biological monitoring to support those activities. SAWA operates out of two locations. General office is 1,900 sq. ft. located at 450 E. Alessandro Blvd (WMWD), Riverside CA. SAWA's service yard is approximately 3,000 sq. ft., including warehousing at the Hidden Valley Wildlife Preserve in Riverside, CA. SAWA has 33 full time employees and 8 seasonal employees during the avian breeding season.

1. b SAWA is financially sound. It has investment reserves in the amount of \$6.8 million and has an organization whose Board of Directors is composed of government agencies. SAWA is required to be audited each year and publicly disclose its financial condition under GASB. SAWA is not involved in any litigation, bankruptcy proceeding or regulatory investigations. There are no impending mergers.

1. c For over 16 years, SAWA has provided biological monitoring, habitat assessment services, and invasive species removal throughout the Santa Ana River Watershed. Biologists monitor endangered birds throughout the Santa Ana Watershed and document occurrences of invasive species for future removal. During the avian breeding season, biologists are in the habitat daily and report illegal activities that damage the habitat such as illegal fills, dumping, and OHV activity. SAWA biologists are often contacted by regulatory agencies for information regarding habitat conditions and potential impacts. Biologists monitor all SAWA invasive species removal projects which can range in size from 1,000 acres

to fractions of an acre. SAWA biologist perform habitat assessments for a number of government agencies, including the NRCS and USFS.

1.d. SAWA will not use contractors.

1 .e. References:

1. Mandy Parkes, District Manager, Inland Empire Resource Conservation District, 25864-K Business Center Dr. Redlands, CA 92374. Phone: 909-799-7407 x106.
2. Dick Zembal, Director, Natural Resources, Orange County Water District, 18400 Ward Rd., Fountain Valley, CA 92708. Phone: 714-378-3213.
3. Dustin McLean, Natural Resources Manager-Biologist, Riverside County Parks and Recreation, 11401 Arlington Ave., Riverside, Ca 92505. Phone 951-509-8614.

2. Proposed Staffing and Project Organization

- a. Education, experience, and applicable professional credentials of assigned professional staff. All SAWA biologists have bachelor degrees in biology. Most have over eight years of experience monitoring endangered birds, surveying for other wildlife and conducting habitat assessments in the Santa Ana Watershed. SAWA biologists are permitted by the federal government and by a State MOU. All assigned biologists have USFWS Section 10(a) 1(A) permits for the monitoring the endangered Least Bell's Vireo. SAWA biologists also have experience with the threatened California Gnatcatcher and species of concern such as the Rufus-crowned Sparrow, both of which may be found on the easement. Biologists have also performed vegetation bio assessments for mitigation projects and habitat evaluations for various federal agencies such as the USACOE, State of California and resource conservation districts.

- b. Project organization chart (see Attachment C)
- c. Key personnel will be available to the extent proposed for the duration of the agreement and SAWA acknowledges that no person designated as 'key' to the project shall be removed or replaced without the prior written consent of TEAMRCD.

Greer Ranch Conservation Easement Work Plan

1. Biologists will inspect the seven areas contained in the TEAMRCD conservation easement quarterly each year (around the same time each quarter), on foot or by car.
2. Biologists will inspect each of the seven areas of the conservation area for possible encroachments, nuisance water, alteration or polluting of natural watercourse, non-native plant species, fencing, and trash deposits. All observations will be documented on the inspection data sheet (see attachment D), and photographed with GIS location. A separate email will be sent to the TEAMRCD contact immediately.
3. Photographs will be taken each quarter from pre-approved locations within each conservation area. Time, date, and direction of photo points will be included in the report with the photograph. Any damage or other infringements into the conservation area will be photographed for documentation purposes.
4. Failure of native plants will be specifically documented, both in writing (name and description of the plants failing and any identifiable causation). Native plant failure will also be photo-documented.
5. An annual report comprising information gathered during each quarterly inspection will be written and submitted to TEAMRCD prior to January 31 of the next year.

Additionally, SAWA agrees to:

1. Coordinate all monitoring activities, including securing access to the easement areas, with the Greer Ranch Homeowners' Association. The Association will be given a yearly schedule and notified one week before each survey.
2. Inform TEAMRCD of yearly monitoring schedule.

SAWA requests that TEAMRCD:

1. Provide contact information for Greer Ranch Homeowners' Association.
2. Provide contact information for scheduling notification and reporting of untoward activities.

Annual Work Plan

YEAR 1 – Starting month is negotiable. SAWA can begin as soon as desired.

1. September 2016 - Project supervisor and a SAWA biologist meet with TEAMRCD contact person and tour conservation easement and agree on photo point locations
2. Quarterly Inspection Schedule: Second week of October 2016

Second week of January 2017

Second week of April 2017

Second week of July 2017

3. Reporting: Report due to TEAMRCD by January 31, 2018
4. Inspection Methodology. Two biologists will visit easement in an appropriate vehicle and document the status of the easement with regard to trash, invasive plant species, encroachments, nuisance water, and any other untoward situation that may affect the quality of the habitat in the easement. They will inspect the perimeter of each area looking for breaks in the fencing. Biologists will inspect on foot, or by driving access roads as appropriate. Observations will be documented in attached Inspection Data Sheet. SAWA biologists will notify

by phone the TEAMRCD contact of any untoward findings before leaving the site. Copies of the documentation for each visit will be forwarded to the TEAMRCD contact within 2 business days.

5. Measures for quality control and schedule control. SAWA biologists will send documentation of findings to the SAWA supervisor at the end of the day for review. Schedule control will be achieved by notification of the Homeowner's Association and TEAMRCD of the yearly schedule and of scheduled visits one week in advance of the visit. SAWA bills only for actual time spent on the site, writing reports, and travel. Time so billed is tracked and accounted for in SAWA publicly audited data system. Each report will be reviewed by a Wildlife and Habitat Management Services Supervisor who has a Master's of Science Degree in Biology and over 10 years of biological monitoring experience. Once a year the Supervisor will accompany the biologist on an inspection of the conservation easement.

Adeline Farms Conservation Easement Work Plan

1. Biologists will inspect the TEAMRCD conservation easement once each year (around the same time each year), on foot or by car.
2. Biologists will inspect the conservation area for possible encroachments, nuisance water, alteration or polluting of natural watercourse, non-native plant species, fencing, and trash deposits. All observations will be documented on the inspection data sheet (see attachment D), and photographed with GIS location. A separate email will be sent to the TEAMRCD contact immediately.
3. Photographs will be taken from pre-approved locations within the conservation area. Time, date, and direction of photo points will be included in the report with the photograph. Any damage or other infringements into the conservation area will be photographed for documentation purposes.
4. Failure of native plants will be specifically documented, both in writing (name and description of the plants failing and any identifiable causation). Native plant failure will also be photo-documented.
5. An annual report comprising information gathered during the inspection will be written and submitted to TEAMRCD prior to January 31 of the next year.

Additionally, SAWA agrees to:

1. Coordinate all monitoring activities, including securing access to the easement areas, with the Adeline Farms Homeowners Association. The Association will be given a yearly schedule and notified one week before each survey.
2. Inform TEAMRCD of yearly monitoring schedule.

SAWA requests that TEAMRCD:

3. Provide contact information for Adeline Farms Association.
4. Provide contact information for scheduling notification and reporting of untoward activities.

Annual Work Plan

YEAR 1 – Starting month is negotiable. SAWA can begin as soon as desired.

1. September 2016 - Project supervisor and a SAWA biologist meet with TEAMRCD contact person and tour conservation easement and agree on photo point locations.
2. Inspection Schedule: Second week of October 2016
3. Reporting: Report due to TEAMRCD by January 31, 2017
4. Inspection Methodology. Two biologists will visit the easement in an appropriate vehicle and document the status of the easement with regard to trash, invasive plant species, encroachments, nuisance water, and any other untoward situation that may affect the quality of the habitat in the easement. They will inspect the perimeter of the easement looking for breaks in the fencing. Biologists will inspect on foot, or by driving access roads as appropriate. Observations will be documented in attached Inspection Data Sheet. SAWA biologists will notify by phone the TEAMRCD contact of any untoward findings before leaving the site. Copies of the documentation for each visit will be forwarded to the TEAMRCD contact within 2 business days.
5. Measures for quality control and schedule control. SAWA biologists will send documentation of findings to the SAWA supervisor at the end of the day for review. Schedule control will be achieved by notification of the Homeowner's Association and TEAMRCD of the yearly schedule and of scheduled visits one week in advance of the visit. SAWA bills only for actual time spent on the site, travel, and writing reports. Time so billed is tracked and accounted for in SAWA publicly audited data system. Each report will be reviewed by a Wildlife and Habitat Management Services Supervisor who has a Master's of Science Degree in Biology and over 10

years of biological monitoring experience. The Supervisor will accompany the biologist on an inspection of the conservation easement.

ATTACHMENT A

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

The Service Provider shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the TEAMRCD, nor shall the Service Provider allow any subcontractor to commence work on a subcontract until all insurance required for the Service Provider has been obtained.

TEAMRCD reserves the right to establish different coverage limits for Commercial General Liability and Property Damage Including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the Service Provider shall meet the following requirements:

Service Provider shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by Service Provider. Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless TEAMRCD from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Agreement. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:

Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by TEAMRCD in advance.

TEAMRCD as Additional Insured. This Commercial General Liability and Automobile Liability Policies shall provide that TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by TEAMRCD, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service

A Nachmut A #1

Provider's Insurance and shall not contribute with it. Each Insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to TEAMRCD.

Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any Insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of TEAMRCD for all work performed by Service Provider, its employees, agents and subcontractors.

Acceptability of Insurers. Insurance required by this Section is to be placed with an Insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-X. If the Insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESU), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by TEAMRCD in writing. Each such policy of Insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by Service Provider and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of Service Provider that might otherwise result in forfeiture of coverage. Evidence of all Insurance coverage shall be provided to TEAMRCD prior to issuance of the first Agreement. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to TEAMRCD. Service Provider acknowledges and agrees that such Insurance is in addition to Service Provider's obligation to fully indemnify and hold TEAMRCD free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Service Provider in performing services assigned by TEAMRCD.

Coverage Verification. Service Provider shall furnish TEAMRCD with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCD. Service Provider shall require and verify that all of its subcontractors maintain Insurance meeting all of the requirements of this Section. The Service Provider shall have presented, at the time of execution of the Agreement, the Insurance Certifications and Endorsements required in the Agreement.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF
ABILITY TO PROVIDE COVERAGE SPECIFIED

To be filled out by Insurance Agent, Carrier, Provider)

I, Mark S. Brown, the General Manager of
(President, Manager, Owner)

California Insurance Services
(Name of Company, Corporation) certify that these Insurance requirements have been
read and understood and that Mark S. Brown (Name of Insurance Provider) is
able to provide the coverage, as specified.

Mark S. Brown
Signature of President, Manager, Owner

6/10/10
Date



POLICYHOLDER COPY

Attachment A #1

SP

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-16-2016

GROUP:
POLICY NUMBER: 1974795-2015
CERTIFICATE ID: 16
CERTIFICATE EXPIRES: 09-01-2016
09-01-2015/09-01-2016

TEAM RCD
PO BOX 2078
TEMECULA CA 92593-2078

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2015 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

— ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2016-08-16 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
TEAM RCD

EMPLOYER

CHINO BASIN MUNICIPAL WATER DISTRICT AND SP
ORANGE COUNTY WATER DISTRICT AND WESTERN
MUNICIPAL WATER DISTRICT OF RIVERSIDE COUNTY
ET AL
11615 STERLING AVE
RIVERSIDE CA 92503

[CAM,SP]

PRINTED . 08-16-2016

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00
Sample Rate:	13.30%

Regular Premium equals:	\$ 665.00
Surcharge:	3.00%

Additional Waiver charge:	\$ 19.95
Total premium equals	\$ 684.95 (665.00 + 19.95)

#2
ATTACHMENT A

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

The Service Provider shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the TEAMRCD, nor shall the Service Provider allow any subcontractor to commence work on a subcontract until all insurance required for the Service Provider has been obtained.

TEAMRCD reserves the right to establish different coverage limits for Commercial General Liability and Property Damage Including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the Service Provider shall meet the following requirements:

Service Provider shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by Service Provider. Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless TEAMRCD from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Agreement. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:

Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by TEAMRCD in advance.

TEAMRCD as Additional Insured. This Commercial General Liability and Automobile Liability Policies shall provide that TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by TEAMRCD, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service

Attachment A #2

Provider's Insurance and shall not contribute with it. Each Insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to TEAMRCD.

Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of TEAMRCD for all work performed by Service Provider, its employees, agents and subcontractors.

Acceptability of Insurer. Insurance required by this Section is to be placed with an Insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-X. If the Insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESU), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by TEAMRCD in writing. Each such policy of Insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by Service Provider and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of Service Provider that might otherwise result in forfeiture of coverage. Evidence of all Insurance coverage shall be provided to TEAMRCD prior to issuance of the first Agreement. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to TEAMRCD. Service Provider acknowledges and agrees that such Insurance is in addition to Service Provider's obligation to fully indemnify and hold TEAMRCD free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Service Provider in performing services assigned by TEAMRCD.

Coverage Verification. Service Provider shall furnish TEAMRCD with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCD. Service Provider shall require and verify that all of its subcontractors maintain Insurance meeting all of the requirements of this Section. The Service Provider shall have presented, at the time of execution of the Agreement, the Insurance Certifications and Endorsements required in the Agreement.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF
ABILITY TO PROVIDE COVERAGE SPECIFIED

To be filled out by Insurance Agent, Carrier, Provider)

I, Charles Marshall the Employer of Sus Rep (ESR)
(President, Manager, Owner)

State Compensation Insurance Fund
(Name of Company, Corporation) certify that these Insurance requirements have been

read and understood and that State Fund (Name of Insurance Provider) is
able to provide the coverage, as specified.

Charles Marshall
Signature of President, Manager, Owner ESR

8-16-16
Date

**ATTACHMENT B COST PROPOSAL
FORM**

Due Date and Time for Proposal Submittal: August 25, 2016 by 4:00 p.m. Any omissions, additions, substitutions, conditions or alternates in an offeror's proposal will be considered irregularities and may be cause for rejection of the offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the offeror.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive.

BID PROPOSAL

Conservation Easements	Cost
Greer Ranch	\$ 5,500
Adeline Farms	\$ 620
Total Cost	\$ 6,120

The enclosed proposal MUST include the following required submittals:

- (1) Identification of Proposed staffing, qualifications and organization
- (2) Work Plan
- (3) Acknowledgement of Insurance Requirements (Attachment A)
- (4) Cost Proposal (Attachment B)

Santa Ana Watershed Assoc

Name of Firm

450 E Alessandro Blvd

Address

Riverside, CA 92508

City, State, Zip Code

714-768-3545

Telephone

[Signature] 8/25/16
Signature Date

HUGH WOOD

Name of Authorized Agent (Printed or Typed)

hwood@sawatershed.org

E-mail address

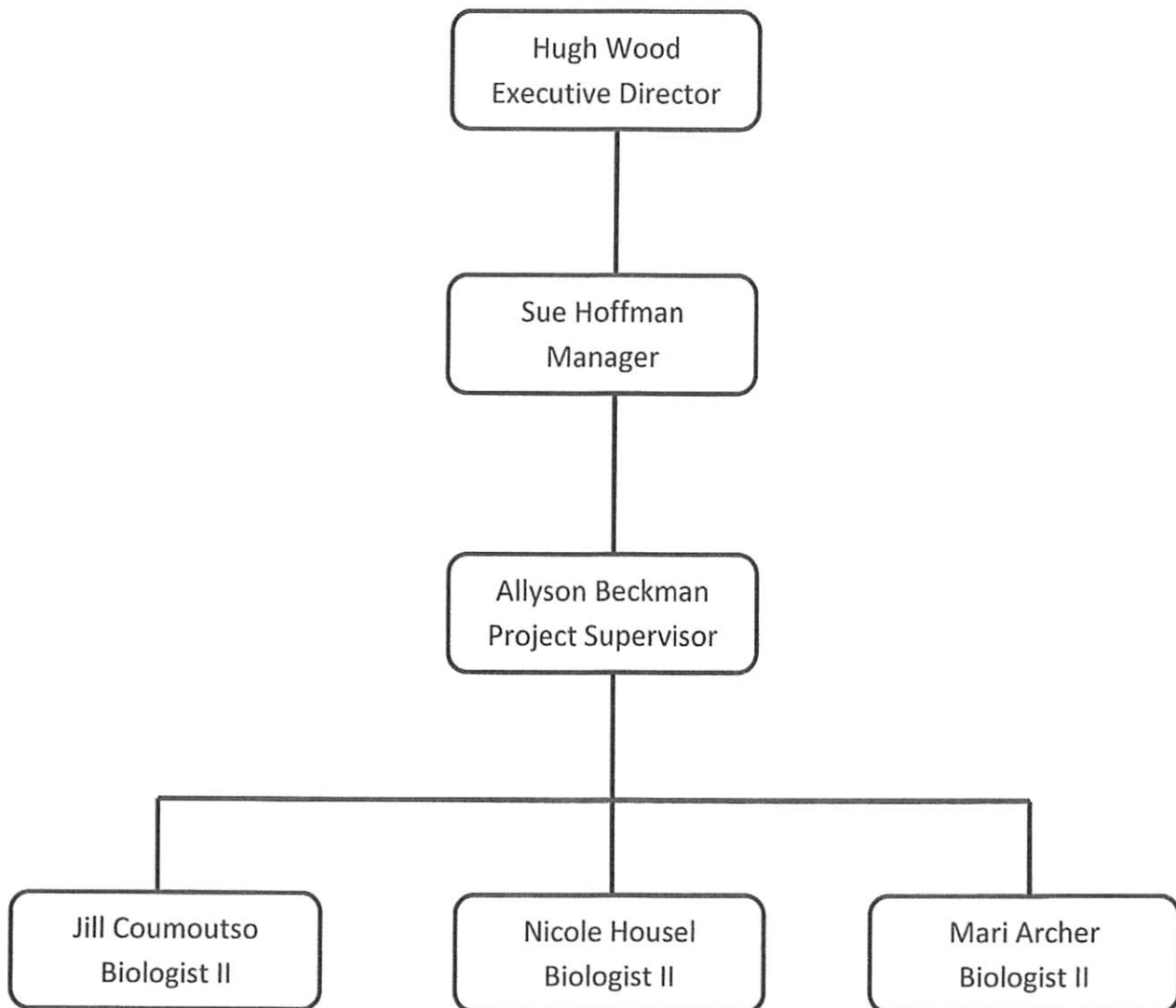
951-780-5893

Fax

Santa Ana Watershed Association

Team RCD

Conservation Easement Monitoring and Reporting



Attachment D

TEAMRCD Conservation Easement Inspection Datasheet					
(Always print on one page)					
Conservation Easement (circle one):			Time In/Out:		
Greer Ranch			Weather Conditions:		
Adeline Farms					
Observer Names):		Inspection Date:			
Activity/Event	Description/Location	GPS Points	Photo Points		
Encroachment			#	Direction	Coordinates
Nuisance Water					
Alteration or					
Pollution of					
Natural Watercourse					
Non -native plant					
Spp.					
Native plant die-off					
Fencing					
Trash					
Other					



INLAND EMPIRE, ORANGE COUNTY, CALIFORNIA
(951) 780-1012
Fax (951) 780-5893
<http://www.sawatershed.org>

Board of Directors: August 30, 2016

Mandy Parkes,
Chair

Brett Mills,
Vice-Chair

Rick Neugebauer,
Treasurer

Kerwin Russell,
Secretary

Richard Zembal,
Director

Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078

Re: **Conservation Easement Monitoring & Reporting 2016-2017 Proposal Amendment**

The Santa Ana Watershed Association (SAWA) is submitting this amendment to our proposal in response to TEAMRCD's RFP for Conservation Easement Monitoring and Reporting 2016-2017 as requested by TEAMRCD. This amendment is offered to suggest options to reduce the cost of SAWA's original proposal dated August 24, 2016 with respect to the Greer Ranch Conservation Easement Work Plan.

SAWA proposes to reduce the following task to one annual visit by SAWA, with the arrangement that the TEAMRCD staff will conduct the same activity on the other 3 quarterly visits:

*Item 2. Quarterly Inspection Schedule: Second week of October 2016 (SAWA)
Second week of January 2017 (TEAMRCD)
Second week of April 2017 (TEAMRCD)
Second week of July 2017 (TEAMRCD)*

This change will reduce the original work plan budget by \$1,800.00 and the revised total for the Greer Ranch portion of the proposal would be \$3,700.00. The Adeline Farms portion would remain the same cost of \$620.00 for an annual total of \$4,320.00 plus mileage. We believe subsequent annual inspections will not require the orientation meeting and survey, which will reduce the costs further. It is possible, that in subsequent years, if these inspections and communications with the HOA are effective, the number of biologist could be reduced to one, further reducing the costs.

Because of the limited inspections and follow up on habitat encroachment and damage, it is important that this first year be an in depth review of the Conservation Easement and any problems which need addressing.

If the quarterly inspection option is impractical for TEAMRCD, a potential alternative option to reduce the annual budget will be considered on the first visit by the project supervisor and biologist once the entire project area is assessed. At that time, SAWA may be able to propose alternative savings. All other tasks must remain in the proposal to ensure Conservation Easement conditions and requirements are addressed appropriately.

Hugh Wood, Executive Director

PROPOSAL FOR TEAM RCD

CONSERVATION EASEMENT MONITORING &
REPORTING - 2016-2017

Submitted by

Mission Resource Conservation District
Name of Firm

1588 S. Mission Road, Suite 100

Fallbrook, CA 92028

(760) 728-1332 – telephone


Signature

Judith Mitchell, District Manager

judy@missionrcd.org

(760) 728-1331 - Fax



Phone (760) 728-1332
Fax (760) 728-1331

1588 South Mission Road, Suite 100
Fallbrook, California 92028

www.missionrccd.org

TEAM RESOURCE CONSERVATION DISTRICT
P.O. Box 2078
Temecula, California 92593-2078

Respected TEAM RCD Board of Directors,

Mission Resource Conservation District (District) appreciates the opportunity to present our professional qualifications and services to your District in response to TEAM RCD's Request for Proposal entitled Conservation Easement Monitoring and Reporting 2016-2017.

Mission Resource Conservation District is a Special District authorized under Division 9 of the State Public Resources Code. Under section 9405 of Division 9, directors of the District may cooperate and enter into contracts or agreements with the state, United States, any county, any city, any other resource conservation or other public district in the state in the furtherance of the provisions of Division 9.

Since 1997, the District has successfully worked on multiple mitigation, restoration and monitoring projects in the Santa Margarita and San Luis Rey River Watersheds and holds permits from regulatory agencies that include U.S. Fish and Wildlife, California Fish and Wildlife and the Army Corps of Engineers, among others.

The District has extensive experience in overseeing multiple contractors and contracted resource specialists but intend to rely on its own experienced and qualified staff for this project. During the period of proposal evaluation, Judith Mitchell, the District Manager will be the point of contact (760) 728-1332) – 1588 S. Mission Road, Ste 100, Fallbrook, CA 92028.

This proposal shall remain valid for a period on not less than 90 calendar days from the date of submittal.

Sincerely,

A handwritten signature in blue ink that reads "Judith Mitchell".

Judith Mitchell
District Manager

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C. Technical Proposal

1. Qualifications

a-1 Mission Resource Conservation District has maintained an office in San

Diego County for 72 years – Mission Resource Conservation District was founded in 1944.

a-2 Mission Resource Conservation District offers services that meet the

resource conservation needs of District Landowners. The District has

offered Agricultural Irrigation Evaluations since 1982 and Landscape Water

Use Evaluations since 1990. In 1992, the District began the process of

obtaining programmatic permits in order to address weed management and

watershed restoration projects on a watershed basis. The District established

the Santa Margarita/San Luis Rey Weed Management Area in the late 1990s

and has received funding for that watershed restoration and management

programs to present. Currently, the District Certified Conservation

Planners supply comprehensive Best Management Plans to District property

owners.

a-3 Mission Resource Conservation District is organized as a not-for-profit

Special District enabled under Division 9 of the State Public Resources

Code.

a-4 Mission Resource Conservation District has 10 employees.

- b.** Mission Resource Conservation District annual audits are available upon request.

The District has no financial condition that would impede its ability to complete this project. The District budget for fiscal year 2016/2017 is \$1,317,102.

- c.** Mission Resource Conservation District's experience conducting mitigation and monitoring programs:

1994/96	EPA/State Water Resources Control Board Non-point Source Pollution Monitoring	\$35,000
1995/05	Department of the Navy Restoration, erosion control, exotic plant control/monitoring	\$800,000
1999-2001	Santa Margarita/San Luis Rey ACOE In Lieu Fee Program Mitigation fund to restore and enhance aquatic resources – monitoring requirements for 10 years.	
2008-2010	Prop 50 Weed Management	\$294,748
2009-present	Cal Trans Mitigation Property Management	\$1,957,818
2010-2015	SANDAG Environmental Mitigation program	\$354,300
2010-2015	IRWM North County Watersheds Invasive removal and watershed restoration	\$1,957,818

- d.** The District will not be sub-contracting out this project.

- e.** References:

Shawna Anderson, AICP
Principle Planner
San Dieguito River Park JPA
18372 Sycamore Creek Rd
Escondido, CA 92025
(858) 674-2275 ext 13

Edward "Ted" Thurston
CalTrans Mitigation Specialist

4050 Taylor Street
San Diego, CA 92110

Sarah Pierce
Regional Environmental Planner
401 B Street, Suite 800
San Diego, CA 92101

2. Proposed Staffing and Project Organization
Judith Mitchell – District Manager/Contract Manager

Judith Mitchell has a Bachelor of Arts from the University of Minnesota in Political Science and Pre-law and holds multiple certificates in Human Resource Management.

Responsibility: Oversee day-to-day administrative operation of District programs and act as a liaison between the District and partnering agencies.

Judith Mitchell has 30 years experience managing District contracts and staff including project contracts that provide environmental management, maintenance and monitoring.

Bethany Principe – Staff Biologist

Bethany Principe has a Bachelor of Science and a Master of Science in Biology from San Marcos State University. Certified Conservation Planner by Natural Resource Conservation Service.

Responsibility: Provide documentation of maintenance and monitoring of restoration projects that improve habitat for native plants and animals, including critical wildlife species that are threatened or endangered. Bethany Principe has been with the District for 13 years and has worked on numerous restoration and monitoring projects for the District.

Karla Standridge – Staff Natural Resource and Environmental Specialist

Karla Standridge holds a Bachelor of Science in Natural Resource and Environmental Management from the University of Hawaii. Certified Conservation Planner (pending)

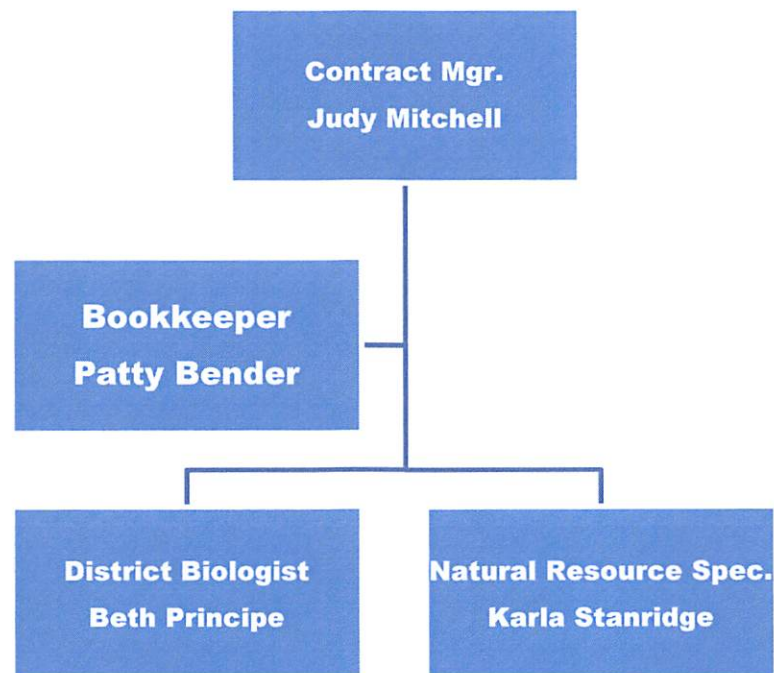
Interpretation. Karla Standridge has been with the District for 4 years and has worked on photographic point monitoring for numerous District projects.

Patricia Bender – District Bookkeeper

Patricia Bender has served the District as Bookkeeper for 14 years and will responsible invoicing TEAM RCD for work accomplished.

Mission Resource Conservation District affirms that key personnel will be available to the extent proposed for the duration of the agreement and no person designated as “key” in the project shall be removed or replaced without the prior written concurrence of TEAM RCD.

Project Organization:



Work Plan for the Greer Ranch Conservation Easement

Initial Assessment

Upon contract execution, all documents, including deeds, exhibits, attachments, permits, and/or monitoring plans and reports related to the Greer Ranch Conservation Easement (Greer Ranch) will be thoroughly reviewed. Review of these documents will allow District staff to determine the monitoring and reporting requirements, as well as restrictions, set forth in the conservation easement.

An initial site assessment of Greer Ranch will be conducted within four weeks of an executed contract. Access to the site will be coordinated with the Greer Ranch Homeowner's Association. The purpose of the initial site visit is for District staff to familiarize themselves with the site, including current (baseline) conditions, vegetative communities, and existing, if any, encroachments or infractions. During the initial site assessment, photo point locations will be established. A map of the photo point locations with an appendix of coordinates for each photo point will be sent to TEAM RCD within one week of the initial site visit.

Quarterly Monitoring

Monitoring of Greer Ranch will occur once per quarter. The quarterly monitoring schedule will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected quarterly monitoring schedule is as follows:

Monitoring Session 1: Week of October 24th, 2016

Monitoring Session 2: Week of January 23rd, 2017

Monitoring Session 3: Week of April 24th, 2017

Monitoring Session 4: Week of July 24th, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or the District staff.

Each monitoring session will include a walkthrough of the site to assess the overall conditions, including encroachments, nuisance water, alteration or pollution to watercourses, non-native flora and fauna, unpermitted fencing, and trash or other debris not associated with the site. Native vegetation will be observed and any significant mortality will be recorded. Observations will be documented and a report of infractions and/or undesirable conditions will be sent to TEAM RCD within two business days of the monitoring session. The report will include a description of infractions and photographs and coordinate locations of the listed infractions.

Quarterly Photo Point Documentation

Quarterly photo point monitoring of Greer Ranch is expected to follow a similar schedule as that of the quarterly monitoring. The quarterly photo point monitoring schedule will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected quarterly photo point monitoring schedule is as follows:

Photo Point Monitoring Session 1: Week of October 24th, 2016

Photo Point Monitoring Session 2: Week of January 23rd, 2017

Photo Point Monitoring Session 3: Week of April 24th, 2017

Photo Point Monitoring Session 4: Week of July 24th, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or District staff.

Each photo point monitoring session will include taking four photographs at each photo point location established during the initial site assessment. Photographs will be taken in each cardinal direction (North, South, East and West). Within ten business days of the photo point monitoring session, the District will provide TEAM RCD with a Quarterly Photo Point Monitoring Report for Greer Ranch that includes each photograph, its direction, and the date and time in which it was taken.

Annual Reporting

In lieu of one annual report that is requested in the RFP, the District will provide TEAM RCD with two biannual reports; one no later than January 31, 2017 and the second no later than August 24, 2017. Due to the expected contract execution date of August 25, 2016, all data and observations collected cannot be combined in to one annual report given to TEAM RCD no later than January 31, 2017, as Monitoring Sessions three and four and Photo Point Monitoring Sessions three and four will occur after the requested date.

Each biannual report will include an overview of the site's conditions, noted infractions or undesirable conditions, and reference to the two Quarterly Photo Point Monitoring Reports for Greer Ranch that occurred.

Quality Control and Schedule Control

In order to ensure quality control, the District will make every effort to assign one staff member to the Greer Ranch Conservation Easement. After review of the documents related to

Greer Ranch, the District will develop a Monitoring Sheet and Checklist that includes a description of each measurable infraction. The Monitoring Sheet and Checklist will be used during each monitoring session to evaluate the site's conditions.

During the quarterly photo point monitoring sessions, the District will make every effort to utilize the same equipment (GPS unit, compass, and camera) to ensure that no significant errors occur due to calibration or equipment discrepancies.

District staff assigned to Greer Ranch will be overseen by Mission Resource Conservation District's District Manager. The District Manager will ensure that the project is on schedule.

Work Plan for the Adeline Farms Conservation Easement

Initial Assessment

Upon contract execution, all documents, including deeds, exhibits, attachments, permits, and/or monitoring plans and reports related to the Adeline Farms Conservation Easement (Adeline Farms) will be thoroughly reviewed. Review of these documents will allow District staff to determine the monitoring and reporting requirements, as well as restrictions, set forth in the conservation easement.

An initial site assessment of Adeline Farms will be conducted within four weeks of an executed contract. The purpose of the initial site visit is for District staff to familiarize themselves with the site, including current (baseline) conditions, vegetative communities, and existing, if any, encroachments or infractions. During the initial site assessment, photo point

locations will be established. A map of the photo point locations with an appendix of coordinates for each photo point will be sent to TEAM RCD within one week of the initial site visit.

Quarterly Monitoring

Monitoring of Adeline Farms will occur once per year. The yearly monitoring schedule will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected yearly monitoring schedule is as follows:

Monitoring Session 1: Week of January 23rd, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or the District staff.

The monitoring session will include a walkthrough of the site to assess the overall conditions, including encroachments, nuisance water, alteration or pollution to watercourses, non-native flora and fauna, unpermitted fencing, and trash or other debris not associated with the site. Native vegetation will be observed and any significant mortality will be recorded. Observations will be documented and a report of infractions and/or undesirable conditions will be sent to TEAM RCD within two business days of the monitoring session. The report will include a description of infractions and photographs and coordinate locations of the listed infractions.

Quarterly Photo Point Documentation

Quarterly photo point monitoring of Adeline Farms will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected quarterly photo point monitoring schedule is as follows:

Photo Point Monitoring Session 1: Week of October 24th, 2016

Photo Point Monitoring Session 2: Week of January 23rd, 2017

Photo Point Monitoring Session 3: Week of April 24th, 2017

Photo Point Monitoring Session 4: Week of July 24th, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or District staff.

Each photo point monitoring session will include taking four photographs at each photo point location established during the initial site assessment. Photographs will be taken in each cardinal direction (North, South, East and West). Within ten business days of the photo point monitoring session, the District will provide TEAM RCD with a Quarterly Photo Point Monitoring Report for Adeline Farms that includes each photograph, its direction, and the date and time in which it was taken.

Annual Reporting

The District will provide TEAM RCD with one annual report no later than January 31, 2017. The annual report will include an overview of the site's conditions, noted infractions or undesirable conditions, and reference to the Quarterly Photo Point Monitoring Reports for Adeline Farms that occurred.

Quality Control and Schedule Control

In order to ensure quality control, the District will make every effort to assign one staff member to the Adeline Farms Conservation Easement. After review of the documents related to Greer Ranch, the District will develop a Monitoring Sheet and Checklist that includes a description of each measurable infraction. The Monitoring Sheet and Checklist will be used during each monitoring session to evaluate the site's conditions.

During the quarterly photo point monitoring sessions, the District will make every effort to utilize the same equipment (GPS unit, compass, and camera) to ensure that no significant errors occur due to calibration or equipment discrepancies.

District staff assigned to Adeline Farms will be overseen by Mission Resource Conservation District's District Manager. The District Manager will ensure that the project is on schedule.

ATTACHMENT A

Insurance Requirements

TEAM Resource Conservation District and Mission Resource Conservation

**District are both insured by SDRMA. Please see the attached email
correspondence regarding SDRMA's decision on meeting insurance re-
quests within their membership for joint projects.**

Mission Resource Conservation District Certificate of Coverage attached.

TEAM RCD is also a member of SDRMA so we would just issue proof of coverage (they can't be an additional covered party since they also receive coverage from the pool). Do you want me to issue the proof only cert?

Wendy

Wendy Tucker
Member Services Manager



Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, California 95814
Tel: 916.231.4141 Fax: 916.231.4111
Toll Free: 800.537.7790
www.sdrma.org

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From: Judy Mitchell [<mailto:judy@missionrcd.org>]
Sent: Tuesday, August 16, 2016 10:54 AM
To: Wendy Tucker <WTucker@sdrrma.org>
Subject: RFP Insurance requirements

Wendy

We have been asked to submit a proposal to a neighboring RCD . I am attaching their insurance requirements which include a waiver of subrogation request and the request that our insurance provider fill out the Acknowledgement of Insurance Requirements. I have also attached the Scope of Work for this project which will last one year. Please let us know if the District should and can accept these insurance requirements. If so, please fill out the attached form.

Judy

Judith Mitchell
District Manager
Mission Resource Conservation District
judy@missionrcd.org



Judy Mitchell

From: Wendy Tucker [WTucker@sdrma.org]
Sent: Tuesday, August 16, 2016 3:55 PM
To: Judy Mitchell
Subject: RE: RFP Insurance requirements

Hi Judy,

I checked with Dennis and he advised that we are not able to waive subrogation rights. Do you want me to proceed with issuing the proof only certificate?

Wendy

Wendy Tucker
Member Services Manager



Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, California 95814
Tel: 916.231.4141 Fax: 916.231.4111
Toll Free: 800.537.7790
www.sdrma.org

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From: Judy Mitchell [mailto:judy@missionrcd.org]
Sent: Tuesday, August 16, 2016 2:43 PM
To: Wendy Tucker <WTucker@sdrma.org>
Subject: RE: RFP Insurance requirements

Wendy,

Sounds like that is what we will be able to do. What about the issue of Subrogation on our Workers Comp? Since they are part of the pool, this also can't be given?

Judy

From: Wendy Tucker [mailto:WTucker@sdrma.org]
Sent: Tuesday, August 16, 2016 1:37 PM
To: Judy Mitchell
Subject: RE: RFP Insurance requirements

Hi Judy,

Issue Date
07/01/2016

MEMBER'S CERTIFICATE OF COVERAGE

1.02

This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Participating Member:

Mission Resource Conservation District
1588 S. Mission Road, Suite 100
Fallbrook, CA 92028

Member Number:

BOP-7071

Entity Affording Coverage:

Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> General Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	
Personal Injury and Property Damage				Per Occurrence \$2,500,000
<input checked="" type="checkbox"/> Public Officials and Employees Errors & Omissions	LCA-SDRMA-201617	07/01/2016	07/01/2017	
				Per Occurrence \$2,500,000
<input checked="" type="checkbox"/> Elected Officials Personal Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	
				Per Occurrence \$500,000
<input checked="" type="checkbox"/> Employment Practices Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	
				Per Occurrence \$2,500,000
<input checked="" type="checkbox"/> Employee Benefits Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	
				Per Occurrence \$2,500,000
<input checked="" type="checkbox"/> Employee and Public Officials Dishonesty	EDC-SDRMA-201617	07/01/2016	07/01/2017	
				Per Occurrence \$1,000,000
<input checked="" type="checkbox"/> Auto Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	
Personal Injury and Property Damage				Per Occurrence \$2,500,000
<input checked="" type="checkbox"/> Auto Physical Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	
				Limits on File
<input checked="" type="checkbox"/> Uninsured / Underinsured Motorists	UMI-SDRMA-201617	07/01/2016	07/01/2017	
				Each Accident \$1,000,000
<input type="checkbox"/> Trailer				
<input checked="" type="checkbox"/> Property	PPC-SDRMA-201617	07/01/2016	07/01/2017	
Includes Fire, Theft and Flood				Per Occurrence \$1,000,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Boiler and Machinery	BMC-SDRMA-201617	07/01/2016	07/01/2017	
				Each Occurrence \$100,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Workers' Compensation	WCP-SDRMA-201617	07/01/2016	07/01/2017	
A. Statutory Workers' Comp.				Each Occurrence Statutory
B. Employers' Liability Coverage				Each Occurrence \$5,000,000

Description: All listed coverage is in effect only for the time period specified.

Gregory S. Hall - Chief Executive Officer

ATTACHMENT A
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

The Service Provider shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the TEAMRCD, nor shall the Service Provider allow any subcontractor to commence work on a subcontract until all insurance required for the Service Provider has been obtained.

TEAMRCD reserves the right to establish different coverage limits for Commercial General Liability and Property Damage including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the Service Provider shall meet the following requirements:

Service Provider shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by Service Provider. Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless TEAMRCD from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Agreement. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:

Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by TEAMRCD in advance.

TEAMRCD as Additional Insured. This Commercial General Liability and Automobile Liability Policies shall provide that TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by TEAMRCD, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service

Provider's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to TEAMRCD.

Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of TEAMRCD for all work performed by Service Provider, its employees, agents and subcontractors.

Acceptability of Insurers. Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-:X. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESU), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by TEAMRCD in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by Service Provider and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of Service Provider that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to TEAMRCD prior to issuance of the first Agreement. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to TEAMRCD. Service Provider acknowledges and agrees that such insurance is in addition to Service Provider's obligation to fully indemnify and hold TEAMRCD free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Service Provider in performing services assigned by TEAMRCD.

Coverage Verification. Service Provider shall furnish TEAMRCD with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCD. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section. The Service Provider shall have presented, at the time of execution of the Agreement, the Insurance Certifications and Endorsements required in the Agreement.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF
ABILITY TO PROVIDE COVERAGE SPECIFIED**

To be filled out by Insurance Agent, Carrier, Provider)

I, _____, the _____ of
(President, Manager, Owner)

(Name of Company, Corporation) certify that these insurance requirements have been

read and understood and that _____ (Name of Insurance Provider) is
able to provide the coverage, as specified.

Signature of President, Manager, Owner

Date

ATTACHMENT B

Cost Proposal

**ATTACHMENT B COST PROPOSAL
FORM**

Due Date and Time for Proposal Submittal: August 25, 2016 by 4:00 p.m. Any omissions, additions, substitutions, conditions or alternates in an offeror's proposal will be considered irregularities and may be cause for rejection of the offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the offeror.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive.

BID PROPOSAL

Conservation Easements	Cost
Greer Ranch 160 hrs @ \$55.00	\$8,800.00
Adeline Farms 128 hrs @ \$55.00	\$7,040.00
Total Cost	\$15,840.00

The enclosed proposal **MUST** include the following required submittals:

- (1) Identification of Proposed staffing, qualifications and organization
- (2) Work Plan
- (3) Acknowledgement of Insurance Requirements (Attachment A)
- (4) Cost Proposal (Attachment B)

Mission Resource Conservation District Judith Mitchell 08/23/2016
 Name of Firm Signature Date

1588 S Mission Rd., Ste 100

Address

Fallbrook, CA 92028

City, State, Zip Code

(760) 728-1332

Telephone

Judith Mitchell
 Name of Authorized Agent (Printed or Typed)

judy@missionrcd.org

E-mail address

(760) 728-1331

Fax

PROPOSAL FOR TEAM RCD

CONSERVATION EASEMENT MONITORING &
REPORTING - 2016-2017


Submitted by

Mission Resource Conservation District
Name of Firm

1588 S. Mission Road, Suite 100

Fallbrook, CA 92028

(760) 728-1332 – telephone


Signature

Judith Mitchell, District Manager

judy@missionrkd.org

(760) 728-1331 - Fax



Phone (760) 728-1332
Fax (760) 728-1331

1588 South Mission Road, Suite 100
Fallbrook, California 92028

www.missionrccd.org

TEAM RESOURCE CONSERVATION DISTRICT
P.O. Box 2078
Temecula, California 92593-2078

Respected TEAM RCD Board of Directors,

Mission Resource Conservation District (District) appreciates the opportunity to present our professional qualifications and services to your District in response to TEAM RCD's Request for Proposal entitled Conservation Easement Monitoring and Reporting 2016-2017.

Mission Resource Conservation District is a Special District authorized under Division 9 of the State Public Resources Code. Under section 9405 of Division 9, directors of the District may cooperate and enter into contracts or agreements with the state, United States, any county, any city, any other resource conservation or other public district in the state in the furtherance of the provisions of Division 9.

Since 1997, the District has successfully worked on multiple mitigation, restoration and monitoring projects in the Santa Margarita and San Luis Rey River Watersheds and holds permits from regulatory agencies that include U.S. Fish and Wildlife, California Fish and Wildlife and the Army Corps of Engineers, among others.

The District has extensive experience in overseeing multiple contractors and contracted resource specialists but intend to rely on its own experienced and qualified staff for this project. During the period of proposal evaluation, Judith Mitchell, the District Manager will be the point of contact (760) 728-1332) – 1588 S. Mission Road, Ste 100, Fallbrook, CA 92028.

This proposal shall remain valid for a period on not less than 90 calendar days from the date of submittal.

Sincerely,

A handwritten signature in blue ink that reads "Judith Mitchell".

Judith Mitchell
District Manager

Table of Content

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C. Technical Proposal

1. Qualifications

a-1 Mission Resource Conservation District has maintained an office in San

Diego County for 72 years – Mission Resource Conservation District was founded in 1944.

a-2 Mission Resource Conservation District offers services that meet the

resource conservation needs of District Landowners. The District has offered Agricultural Irrigation Evaluations since 1982 and Landscape Water Use Evaluations since 1990. In 1992, the District began the process of obtaining programmatic permits in order to address weed management and watershed restoration projects on a watershed basis. The District established the Santa Margarita/San Luis Rey Weed Management Area in the late 1990s and has received funding for that watershed restoration and management programs to present. Currently, the District Certified Conservation Planners supply comprehensive Best Management Plans to District property owners.

a-3 Mission Resource Conservation District is organized as a not-for-profit Special District enabled under Division 9 of the State Public Resources Code.

a-4 Mission Resource Conservation District has 10 employees.

- b.** Mission Resource Conservation District annual audits are available upon request.

The District has no financial condition that would impede its ability to complete this project. The District budget for fiscal year 2016/2017 is \$1,317,102.

- c.** Mission Resource Conservation District's experience conducting mitigation and monitoring programs:

1994/96	EPA/State Water Resources Control Board Non-point Source Pollution Monitoring	\$35,000
1995/05	Department of the Navy Restoration, erosion control, exotic plant control/monitoring	\$800,000
1999-2001	Santa Margarita/San Luis Rey ACOE In Lieu Fee Program Mitigation fund to restore and enhance aquatic resources – monitoring requirements for 10 years.	
2008-2010	Prop 50 Weed Management	\$294,748
2009-present	Cal Trans Mitigation Property Management	\$1,957,818
2010-2015	SANDAG Environmental Mitigation program	\$354,300
2010-2015	IRWM North County Watersheds Invasive removal and watershed restoration	\$1,957,818

- d.** The District will not be sub-contracting out this project.

- e.** References:

Shawna Anderson, AICP
Principle Planner
San Dieguito River Park JPA
18372 Sycamore Creek Rd
Escondido, CA 92025
(858) 674-2275 ext 13

Edward "Ted" Thurston
CalTrans Mitigation Specialist

4050 Taylor Street
San Diego, CA 92110

Sarah Pierce
Regional Environmental Planner
401 B Street, Suite 800
San Diego, CA 92101

2. Proposed Staffing and Project Organization

Judith Mitchell – District Manager/Contract Manager

Judith Mitchell has a Bachelor of Arts from the University of Minnesota in Political Science and Pre-law and holds multiple certificates in Human Resource Management.

Responsibility: Oversee day-to-day administrative operation of District programs and act as a liaison between the District and partnering agencies.

Judith Mitchell has 30 years experience managing District contracts and staff including project contracts that provide environmental management, maintenance and monitoring.

Bethany Principe – Staff Biologist

Bethany Principe has a Bachelor of Science and a Master of Science in Biology from San Marcos State University. Certified Conservation Planner by Natural Resource Conservation Service.

Responsibility: Provide documentation of maintenance and monitoring of restoration projects that improve habitat for native plants and animals, including critical wildlife species that are threatened or endangered. Bethany Principe has been with the District for 13 years and has worked on numerous restoration and monitoring projects for the District.

Karla Standridge – Staff Natural Resource and Environmental Specialist

Karla Standridge holds a Bachelor of Science in Natural Resource and Environmental Management from the University of Hawaii. Certified Conservation Planner (pending)

from the Natural Resource Conservation Service.

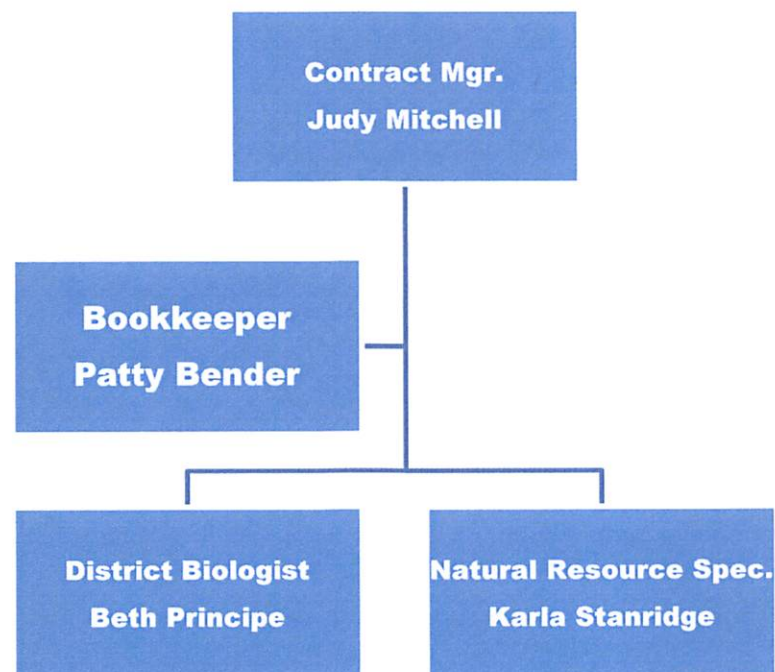
Responsibility: Provide site monitoring and GIS based map and aerial photographic Interpretation. Karla Standridge has been with the District for 4 years and has worked on photographic point monitoring for numerous District projects.

Patricia Bender – District Bookkeeper

Patricia Bender has served the District as Bookkeeper for 14 years and will responsible invoicing TEAM RCD for work accomplished.

Mission Resource Conservation District affirms that key personnel will be available to the extent proposed for the duration of the agreement and no person designated as “key” in the project shall be removed or replaced without the prior written concurrence of TEAM RCD.

Project Organization:



Work Plan for the Greer Ranch Conservation Easement

Initial Assessment

Upon contract execution, all documents, including deeds, exhibits, attachments, permits, and/or monitoring plans and reports related to the Greer Ranch Conservation Easement (Greer Ranch) will be thoroughly reviewed. Review of these documents will allow District staff to determine the monitoring and reporting requirements, as well as restrictions, set forth in the conservation easement.

An initial site assessment of Greer Ranch will be conducted within four weeks of an executed contract. Access to the site will be coordinated with the Greer Ranch Homeowner's Association. The purpose of the initial site visit is for District staff to familiarize themselves with the site, including current (baseline) conditions, vegetative communities, and existing, if any, encroachments or infractions. During the initial site assessment, photo point locations will be established. A map of the photo point locations with an appendix of coordinates for each photo point will be sent to TEAM RCD within one week of the initial site visit.

Quarterly Monitoring

Monitoring of Greer Ranch will occur once per quarter. The quarterly monitoring schedule will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected quarterly monitoring schedule is as follows:

Monitoring Session 1: Week of October 24th, 2016

Monitoring Session 2: Week of January 23rd, 2017

Monitoring Session 3: Week of April 24th, 2017

Monitoring Session 4: Week of July 24th, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or the District staff.

Each monitoring session will include a walkthrough of the site to assess the overall conditions, including encroachments, nuisance water, alteration or pollution to watercourses, non-native flora and fauna, unpermitted fencing, and trash or other debris not associated with the site. Native vegetation will be observed and any significant mortality will be recorded. Observations will be documented and a report of infractions and/or undesirable conditions will be sent to TEAM RCD within two business days of the monitoring session. The report will include a description of infractions and photographs and coordinate locations of the listed infractions.

Quarterly Photo Point Documentation

Quarterly photo point monitoring of Greer Ranch is expected to follow a similar schedule as that of the quarterly monitoring. The quarterly photo point monitoring schedule will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected quarterly photo point monitoring schedule is as follows:

Photo Point Monitoring Session 1: Week of October 24th, 2016

Photo Point Monitoring Session 2: Week of January 23rd, 2017

Photo Point Monitoring Session 3: Week of April 24th, 2017

Photo Point Monitoring Session 4: Week of July 24th, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or District staff.

Each photo point monitoring session will include taking four photographs at each photo point location established during the initial site assessment. Photographs will be taken in each cardinal direction (North, South, East and West). Within ten business days of the photo point monitoring session, the District will provide TEAM RCD with a Quarterly Photo Point Monitoring Report for Greer Ranch that includes each photograph, its direction, and the date and time in which it was taken.

Annual Reporting

In lieu of one annual report that is requested in the RFP, the District will provide TEAM RCD with two biannual reports; one no later than January 31, 2017 and the second no later than August 24, 2017. Due to the expected contract execution date of August 25, 2016, all data and observations collected cannot be combined in to one annual report given to TEAM RCD no later than January 31, 2017, as Monitoring Sessions three and four and Photo Point Monitoring Sessions three and four will occur after the requested date.

Each biannual report will include an overview of the site's conditions, noted infractions or undesirable conditions, and reference to the two Quarterly Photo Point Monitoring Reports for Greer Ranch that occurred.

Quality Control and Schedule Control

In order to ensure quality control, the District will make every effort to assign one staff member to the Greer Ranch Conservation Easement. After review of the documents related to

Greer Ranch, the District will develop a Monitoring Sheet and Checklist that includes a description of each measurable infraction. The Monitoring Sheet and Checklist will be used during each monitoring session to evaluate the site's conditions.

During the quarterly photo point monitoring sessions, the District will make every effort to utilize the same equipment (GPS unit, compass, and camera) to ensure that no significant errors occur due to calibration or equipment discrepancies.

District staff assigned to Greer Ranch will be overseen by Mission Resource Conservation District's District Manager. The District Manager will ensure that the project is on schedule.

Work Plan for the Adeline Farms Conservation Easement

Initial Assessment

Upon contract execution, all documents, including deeds, exhibits, attachments, permits, and/or monitoring plans and reports related to the Adeline Farms Conservation Easement (Adeline Farms) will be thoroughly reviewed. Review of these documents will allow District staff to determine the monitoring and reporting requirements, as well as restrictions, set forth in the conservation easement.

An initial site assessment of Adeline Farms will be conducted within four weeks of an executed contract. The purpose of the initial site visit is for District staff to familiarize themselves with the site, including current (baseline) conditions, vegetative communities, and existing, if any, encroachments or infractions. During the initial site assessment, photo point

locations will be established. A map of the photo point locations with an appendix of coordinates for each photo point will be sent to TEAM RCD within one week of the initial site visit.

Quarterly Monitoring

Monitoring of Adeline Farms will occur once per year. The yearly monitoring schedule will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected yearly monitoring schedule is as follows:

Monitoring Session 1: Week of January 23rd, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or the District staff.

The monitoring session will include a walkthrough of the site to assess the overall conditions, including encroachments, nuisance water, alteration or pollution to watercourses, non-native flora and fauna, unpermitted fencing, and trash or other debris not associated with the site. Native vegetation will be observed and any significant mortality will be recorded. Observations will be documented and a report of infractions and/or undesirable conditions will be sent to TEAM RCD within two business days of the monitoring session. The report will include a description of infractions and photographs and coordinate locations of the listed infractions.

Quarterly Photo Point Documentation

Quarterly photo point monitoring of Adeline Farms will be based upon the executed contract's start and end dates; not a calendar year. With an expected contract year of August 25, 2016 to August 24, 2017, the expected quarterly photo point monitoring schedule is as follows:

Photo Point Monitoring Session 1: Week of October 24th, 2016

Photo Point Monitoring Session 2: Week of January 23rd, 2017

Photo Point Monitoring Session 3: Week of April 24th, 2017

Photo Point Monitoring Session 4: Week of July 24th, 2017

The District reserves the right to alter the schedule by plus or minus one week, dependent upon inclement weather conditions, hazards, or other unforeseeable events that would negatively affect the monitoring session or District staff.

Each photo point monitoring session will include taking four photographs at each photo point location established during the initial site assessment. Photographs will be taken in each cardinal direction (North, South, East and West). Within ten business days of the photo point monitoring session, the District will provide TEAM RCD with a Quarterly Photo Point Monitoring Report for Adeline Farms that includes each photograph, its direction, and the date and time in which it was taken.

Annual Reporting

The District will provide TEAM RCD with one annual report no later than January 31, 2017. The annual report will include an overview of the site's conditions, noted infractions or undesirable conditions, and reference to the Quarterly Photo Point Monitoring Reports for Adeline Farms that occurred.

Quality Control and Schedule Control

In order to ensure quality control, the District will make every effort to assign one staff member to the Adeline Farms Conservation Easement. After review of the documents related to Greer Ranch, the District will develop a Monitoring Sheet and Checklist that includes a description of each measurable infraction. The Monitoring Sheet and Checklist will be used during each monitoring session to evaluate the site's conditions.

During the quarterly photo point monitoring sessions, the District will make every effort to utilize the same equipment (GPS unit, compass, and camera) to ensure that no significant errors occur due to calibration or equipment discrepancies.

District staff assigned to Adeline Farms will be overseen by Mission Resource Conservation District's District Manager. The District Manager will ensure that the project is on schedule.

ATTACHMENT A

Insurance Requirements

TEAM Resource Conservation District and Mission Resource Conservation

District are both insured by SDRMA. Please see the attached email correspondence regarding SDRMA's decision on meeting insurance requests within their membership for joint projects.

Mission Resource Conservation District Certificate of Coverage attached.

TEAM RCD is also a member of SDRMA so we would just issue proof of coverage (they can't be an additional covered party since they also receive coverage from the pool). Do you want me to issue the proof only cert?

Wendy

Wendy Tucker
Member Services Manager



Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, California 95814
Tel: 916.231.4141 Fax: 916.231.4111
Toll Free: 800.537.7790
www.sdrma.org

A proud CSDA Alliance partner.
California Special Districts Association
Special District Risk Management Authority
CSDA Finance Corporation
Please consider the environment before you print

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From: Judy Mitchell [<mailto:judy@missionrcd.org>]
Sent: Tuesday, August 16, 2016 10:54 AM
To: Wendy Tucker <WTucker@sdurma.org>
Subject: RFP Insurance requirements

Wendy

We have been asked to submit a proposal to a neighboring RCD . I am attaching their insurance requirements which include a waiver of subrogation request and the request that our insurance provider fill out the Acknowledgement of Insurance Requirements. I have also attached the Scope of Work for this project which will last one year. Please let us know if the District should and can accept these insurance requirements. If so, please fill out the attached form.

Judy

Judith Mitchell
District Manager
Mission Resource Conservation District
judy@missionrcd.org



Judy Mitchell

From: Wendy Tucker [WTucker@sdrma.org]
Sent: Tuesday, August 16, 2016 3:55 PM
To: Judy Mitchell
Subject: RE: RFP Insurance requirements

Hi Judy,

I checked with Dennis and he advised that we are not able to waive subrogation rights. Do you want me to proceed with issuing the proof only certificate?

Wendy

Wendy Tucker
Member Services Manager



Special District Risk Management Authority
1112 I Street, Suite 300
Sacramento, California 95814
Tel: 916.231.4141 Fax: 916.231.4111
Toll Free: 800.537.7790
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From: Judy Mitchell [<mailto:judy@missionrcd.org>]
Sent: Tuesday, August 16, 2016 2:43 PM
To: Wendy Tucker <WTucker@sdrma.org>
Subject: RE: RFP Insurance requirements


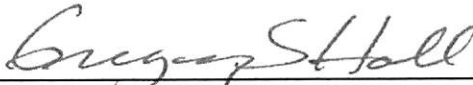
Wendy,

Sounds like that is what we will be able to do. What about the issue of Subrogation on our Workers Comp? Since they are part of the pool, this also can't be given?

Judy

From: Wendy Tucker [<mailto:WTucker@sdrma.org>]
Sent: Tuesday, August 16, 2016 1:37 PM
To: Judy Mitchell
Subject: RE: RFP Insurance requirements

Hi Judy,

Issue Date 07/01/2016	MEMBER'S CERTIFICATE OF COVERAGE				1.02
<p>This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.</p> <p>This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.</p>					
Participating Member: Mission Resource Conservation District 1588 S. Mission Road, Suite 100 Fallbrook, CA 92028		Member Number: BOP-7071		Entity Affording Coverage: Special District Risk Management Authority 1112 'I' Street, Suite 300 Sacramento, California 95814 800.537.7790 www.sdrma.org	
Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits	
<input checked="" type="checkbox"/> General Liability Personal Injury and Property Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$2,500,000
<input checked="" type="checkbox"/> Public Officials and Employees Errors & Omissions	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$2,500,000
<input checked="" type="checkbox"/> Elected Officials Personal Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$500,000
<input checked="" type="checkbox"/> Employment Practices Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$2,500,000
<input checked="" type="checkbox"/> Employee Benefits Liability	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$2,500,000
<input checked="" type="checkbox"/> Employee and Public Officials Dishonesty	EDC-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$1,000,000
<input checked="" type="checkbox"/> Auto Liability Personal Injury and Property Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$2,500,000
<input checked="" type="checkbox"/> Auto Physical Damage	LCA-SDRMA-201617	07/01/2016	07/01/2017	Limits on File	
<input checked="" type="checkbox"/> Uninsured / Underinsured Motorists	UMI-SDRMA-201617	07/01/2016	07/01/2017	Each Accident	\$1,000,000
<input type="checkbox"/> Trailer					
<input checked="" type="checkbox"/> Property Includes Fire, Theft and Flood	PPC-SDRMA-201617	07/01/2016	07/01/2017	Per Occurrence	\$1,000,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Boiler and Machinery	BMC-SDRMA-201617	07/01/2016	07/01/2017	Each Occurrence	\$100,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Workers' Compensation A. Statutory Workers' Comp. B. Employers' Liability Coverage	WCP-SDRMA-201617	07/01/2016	07/01/2017	Each Occurrence Each Occurrence	Statutory \$5,000,000
Description; All listed coverage is in effect only for the time period specified.					
			 Gregory S. Hall - Chief Executive Officer		

ATTACHMENT A
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

The Service Provider shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the TEAMRCD, nor shall the Service Provider allow any subcontractor to commence work on a subcontract until all insurance required for the Service Provider has been obtained.

TEAMRCD reserves the right to establish different coverage limits for Commercial General Liability and Property Damage including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the Service Provider shall meet the following requirements:

Service Provider shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by Service Provider. Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless TEAMRCD from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Agreement. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:

Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by TEAMRCD in advance.

TEAMRCD as Additional Insured. This Commercial General Liability and Automobile Liability Policies shall provide that TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by TEAMRCD, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service

Provider's insurance and shall not contribute with it. Each Insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to TEAMRCD.

Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of TEAMRCD for all work performed by Service Provider, its employees, agents and subcontractors.

Acceptability of Insurers. Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-:X. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by TEAMRCD in writing. Each such policy of Insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by Service Provider and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of Service Provider that might otherwise result in forfeiture of coverage. Evidence of all Insurance coverage shall be provided to TEAMRCD prior to issuance of the first Agreement. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to TEAMRCD. Service Provider acknowledges and agrees that such Insurance is in addition to Service Provider's obligation to fully indemnify and hold TEAMRCD free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Service Provider in performing services assigned by TEAMRCD.

Coverage Verification. Service Provider shall furnish TEAMRCD with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCD. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section. The Service Provider shall have presented, at the time of execution of the Agreement, the Insurance Certifications and Endorsements required in the Agreement.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF
ABILITY TO PROVIDE COVERAGE SPECIFIED**

To be filled out by Insurance Agent, Carrier, Provider)

I, _____, the _____ of
(President, Manager, Owner)

(Name of Company, Corporation) certify that these insurance requirements have been

read and understood and that _____ (Name of Insurance Provider) is
able to provide the coverage, as specified.

Signature of President, Manager, Owner

Date

ATTACHMENT B

Cost Proposal

**ATTACHMENT B COST PROPOSAL
FORM**

Due Date and Time for Proposal Submittal: August 25, 2016 by 4:00 p.m. Any omissions, additions, substitutions, conditions or alternates in an offeror's proposal will be considered irregularities and may be cause for rejection of the offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the offeror.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive.

BID PROPOSAL

Conservation Easements	Cost
Greer Ranch 160 hrs @ \$55.00	\$8,800.00
Adeline Farms 128 hrs @ \$55.00	\$7,040.00
Total Cost	\$15,840.00

The enclosed proposal **MUST** include the following required submittals:

- (1) Identification of Proposed staffing, qualifications and organization
- (2) Work Plan
- (3) Acknowledgement of Insurance Requirements (Attachment A)
- (4) Cost Proposal (Attachment B)

Mission Resource Conservation District	<u>Judith Mitchell</u>	08/23/2016
Name of Firm	Signature	Date
1588 S Mission Rd., Ste 100		
Address	Judith Mitchell	
Fallbrook, CA 92028	Name of Authorized Agent (Printed or Typed)	
City, State, Zip Code	judy@missionrcd.org	
(760) 728-1332	E-mail address	
Telephone	(760) 728-1331	
	Fax	

WATER AUDIT EXTENSION MISSION RCD

TEAM RCD
P.O. BOX 2078
TEMECULA, CA 92593-2078

August 31, 2016

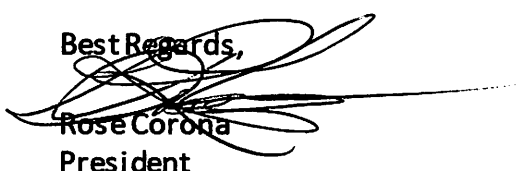
Ms. Judy Mitchell
Mission Resource Conservation District
990 E. Mission Rd.
Fallbrook, CA 92028-2232

Dear Ms. Mitchell,

Attached you will find the Draft memorandum of understanding for the extension of the Water Audit Contract between Mission RCD and TEAM RCD until June 30, 2017. If there are no major changes to this memorandum, I am authorized to sign on behalf of the Temecula-Elsinore-Anza-Murrieta Resource Conservation District to extend the current contract should your Board approve this amendment.

Thank you and if you have any questions, please feel free to contact me at 909-208-7848.

Best Regards,



Rose Corona
President
TEAM RCD

**2016 AMENDMENT TO 2016 MEMORANDUM OF UNDERSTANDING BETWEEN THE
TEMECULA-ELSINORE-ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT
AND MISSION RESOURCE CONSERVATION DISTRICT**

This Amendment ("2016 Amendment") to the March 3, 2016 Memorandum of Understanding ("2016 MOU") by and between the Elsinore-Murrieta-Anza Resource Conservation District ("EMARCD"), a California resource conservation district, and Mission Resource Conservation District ("Mission"), a California resource conservation district, is entered into by the Parties as of the later of the dates set forth below.

RECITALS

WHEREAS, on March 3, 2016, EMARCD and Mission entered into the 2016 MOU to carry out an irrigation system auditing program (the "Program") from March 3, 2016, until June 30, 2016; and

WHEREAS, effective May 2016, EMARCD changed its name to the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"); and

WHEREAS, TEAM RCD and Mission wish to extend the date for carrying out the Program from June 30, 2016 to June 30, 2017; and

WHEREAS, TEAM RCD also wishes to update its information relating to Notices to reflect its official name change; and

WHEREAS, the Parties wish to enter into this 2016 Amendment to provide for continued cooperation between the Districts in implementing TEAM RCD's Program and memorializing the rights and obligations of the Parties in relation to such Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, and pursuant to the laws of the State of California, TEAM RCD and Mission hereby agree as follows:

1. Audit Date. Mission agrees to audit as many irrigation systems as are requested by Rancho California Water District's ("RCWD") agricultural customers by June 30, 2017, through RCWD's Agricultural Irrigation Efficiency Program and to provide TEAM RCD the services described in 2016 MOU.
2. Notices. The Parties agree that the any notice, demand, request, consent, approval, or communication that either Party is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address. Either TEAM RCD or Mission may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this subsection. The Notice addresses for the Parties are as follows:

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078

To Mission at:

Mission Resource Conservation District
1588 South Mission Road, Suite 100
Fallbrook, CA 92028

3. 2016 MOU. Except as specifically set forth in this 2016 Amendment, the 2016 MOU and its provisions, including defined terms, are unaffected and shall continue in full force and effect in accordance with its terms, and those provisions shall apply equally to the 2016 Amendment.

4. Counterparts. This 2016 Amendment may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT, a
California resource conservation district

MISSION RESOURCE CONSERVATION
DISTRICT, a California resource conservation
district

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WATER AUDIT UPDATES

Water Audits

NAME	Acres	Crop	agr	pre audit	post audit	Comments
Brown	4.5	Avacados	Yes	yes		Do not yet have report
Caravello	42	Avacados	Yes	yes		Do not yet have report
Cohen	13	Avacados	Yes	yes RCRC	yes	Bills Submitted
Conley	5	Avacados	Yes	yes		Do not yet have report
Johnson	4	Avacados	Yes	scheduled		
Donovan	4	Avacados	Yes	yes RCRC	yes	
Wytanec		Avacados				Has Agreement forms
Sohi		Avacados				Interest but no
Rayhanabad		Avacados				Interest but no



Rancho Water

Board of Directors

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President

Ben R. Drake
Senior Vice President

Stephen J. Corona

Lisa D. Herman

John E. Hoagland

Danny J. Martin

Bill J. Wilson

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General Manager

Eva Plajzer, P.E.
Assistant General Manager
Engineering and Operations

Richard R. Aragon, CPFO
Director of Finance/Treasurer

Jason A. Martin
Director of Administration

Rich Ottolini, R.E.H.S., MSL
Interim Director of Operations
& Maintenance

Andrew L. Webster, P.E.
Chief Engineer

Kelli E. Garcia
District Secretary

James B. Gilpin
Best Best & Krieger LLP
General Counsel

August 5, 2016

Rose Corona
T.E.A.M.R.C.D
P.O. Box 2078
Temecula, CA 92593

SUBJECT: AGREEMENT FOR SERVICES

The following items are enclosed:

QUANTITY	DESCRIPTION
2	Contract Amendment

The enclosed information is submitted:

- | | |
|--|---|
| <input type="checkbox"/> At your request | <input type="checkbox"/> For your information |
| <input type="checkbox"/> For your files | <input type="checkbox"/> For your review |
| <input type="checkbox"/> For your action | <input checked="" type="checkbox"/> For your completion |
| <input checked="" type="checkbox"/> For your completion and return | <input type="checkbox"/> Other |

General Remarks:

Please sign the enclosed contract(s) and return to our offices. A fully executed copy will be forwarded to you for your files. If you should have any questions related to this matter, please contact the Purchasing Department at the District office at (951) 296-6900.

Sincerely yours,

RANCHO CALIFORNIA WATER DISTRICT

Todd Landen
Purchasing Agent

Encs.

cc: Billy Browder, Purchasing/Warehouse Supervisor

Amendment to Contract

Ranch California Water District Purchasing Department

1. This Amendment No. 4 to the Agricultural Irrigation System Auditor Contract is made and entered into as of July 28, 2016, by and between Rancho California Water District ("District")
And, Elsinore Murrieta Anza Resource Conservation District ("Consultant").

2. The Agreement is amended as follows:

- The contract has been extended to 6/30/2017

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

4. If any of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Rancho California Water District

By: [Signature]

Printed Name: JEFF ARMSTRONG

Title: GENERAL MANAGER

Dated: 8/3/2016

Elsinore Murrieta Anza Resource Conservation District - now Temecula - Elsinore - Anza - Murrieta

By: [Signature]

Printed Name: ~~PRESIDENT~~ ROSE CORONA

Title: PRESIDENT

Dated: 8/12/16

Resource Conservation
District

BENTON CHANNEL PROJECT

Subject **RE: LSA 1600-2015-0106-R6**
From Jason Keller <jkeller@missionpacific.com>
To Rose Corona <rose.corona@teamrcd.org>
Cc Melissa Cushman <MCushman@co.riverside.ca.us>, Rick Neugebauer <rick.neugebauer@teamrcd.org>, John Abel <jabel@missionpacific.com>, Karl Osmundson <KarlO@helixepi.com>
Date 2016-08-24 09:24



Hi Rose,

I wanted to check in with you in advance of the September hearing. Is there any information you or the board needs on our agenda item? Thank you.

Regards,

Jason Keller, P.E. | Mission Pacific Land Company
4100 Newport Place, Suite 480 | Newport Beach, CA 92660 | www.missionpacific.com
PH: (949) 333-6752 x218 | Cell: (951) 733-9128 | jkeller@missionpacific.com

-----Original Message-----

From: Rose Corona [mailto:rose.corona@teamrcd.org]
Sent: Tuesday, August 09, 2016 3:22 PM
To: Jason Keller <jkeller@missionpacific.com>
Cc: Melissa Cushman <MCushman@co.riverside.ca.us>; Rick Neugebauer <rick.neugebauer@teamrcd.org>
Subject: RE: LSA 1600-2015-0106-R6

Jason,

There are some issues that Fish and Wildlife would like us to address with Flood Control before moving forward in regards to the current maintenance company for this easement. With increased flows from your project and other long-term projects in the future that would eventually be developed, Fish and Wildlife is asking us to concern ourselves with eventual long term impacts and to address them at this time rather than every time a development is going through the process. Since we did not have a meeting in July, we are catching up on other business. We will probably put your item on the September agenda once we can address Fish and Wildlife's concerns. Please look for your item to be on the September agenda.

Regards,

Rose Corona

On 2016-08-09 11:17, Jason Keller wrote:

Hi Rose,

Can you please provide a status update after your meeting with Jeff Brandt and the timing for the board to hear our item. Thanks.

Regards,

Jason Keller, P.E. | Mission Pacific Land Company
4100 Newport Place, Suite 480 | Newport Beach, CA 92660 | www.missionpacific.com
PH: (949) 333-6752 x218 | Cell: (951) 733-9128 | jkeller@missionpacific.com

-----Original Message-----

From: rose.corona@emarcd.org [mailto:rose.corona@emarcd.org]
Sent: Thursday, May 12, 2016 7:43 AM
To: Jason Keller <jkeller@missionpacific.com>
Cc: Melissa Cushman <MCushman@co.riverside.ca.us>

**FLOOD CONTROL
ADELINE FARMS
MAINTENANCE AGREEMENTS**

Temecula-Elsinore-Anza-Murrieta Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078

August 31, 2016

Jason Uhley,
Riverside County Flood
Control and Water Conservation District
1995 Market St.
Riverside, CA 92501

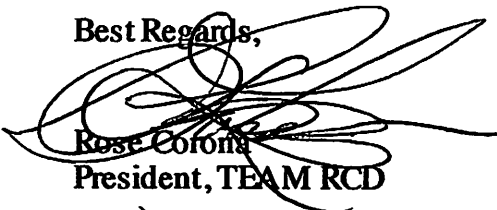
Dear Mr. Uhley,

Thank you again for coming to speak at Temecula-Elsinore-Anza-Murrieta Resource Conservation District's (TEAM RCD) May 12th, 2016 meeting. The Board appreciates the time and effort you took to come and speak with us about opportunities for partnership and hopes to work together in the future for the mutual benefit of our districts.

As per the phone conversation I had with you earlier this month, I wanted to follow up regarding the recent talks TEAM RCD had with Jeff Brandt of Cal Fish and Wildlife. He had expressed some concerns about Flood Control's use of Valley Wide Recreation & Park District for maintaining conservation easements. Fish and Wildlife has nothing against Valley Wide and has acknowledged that Valley Wide does a good job of general clean up and maintenance. However, Jeff suggested that Fish and Wildlife would prefer to see a company with more of a conservation approach to maintenance rather than a simple cleaning and clearing method that is often adopted by many organizations. We agree with Fish and Wildlife that it may be better for a conservation easement, to have a maintenance company that has a little bit more knowledge and experience in taking adequate care of some of the biological resources inherent in Conservation Easements while still being sensitive to the concerns of Fish and Wildlife. In addition, as areas surrounding conservation easements become more built-up, the problems with invasive species will likely increase, causing Valley Wide's lack of specialized knowledge to grow more problematic. There are other maintenance organizations that have the requisite knowledge and expertise, including but not limited to L&L Environmental or SAWA, and it may be prudent to explore the option of using one of these organizations for specialized work.

TEAM RCD wishes to continue exploring opportunities for partnership with Flood Control and hopes to continue fostering a positive relationship with the department. I would be happy to discuss the above with you if you'd like more information, please give me a call at 909-208-7848.

Best Regards,



Rose Corona
President, TEAM RCD

MOU'S WITH OTHER RCD'S

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-ELSINORE-
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND ANTELOPE VALLEY
RESOURCE CONSERVATION DISTRICT**

This Memorandum of Understanding ("MOU") is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district, and Antelope Valley Resource Conservation District ("AVRCD"), a California resource conservation district (TEAM RCD and AVRCD may each be referred to separately as a "Party" or together as the "Parties" or the "Districts").

RECITALS

WHEREAS, pursuant to Public Resources Code section 9001, the California Legislature has found that resource conservation is of fundamental importance to the prosperity and welfare of the state and has authorized resource conservation districts to organize and operate for the purposes of soil and water conservation, among other purposes, in open areas, agricultural areas, urban areas, wildlife areas, and residential areas; and

WHEREAS, TEAM RCD is a resource conservation district created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 789 square miles in northwestern Riverside County; and

WHEREAS, TEAM RCD has recently changed its name from the Elsinore-Murrieta-Anza Resource Conservation District ("EMARCD"), a change which is now official but has no effect on any prior agreements or legal obligations in this MOU or otherwise; and

WHEREAS, AVRCD is a neighboring resource conservation district also created and authorized pursuant to Public Resources Code section 9001 et seq., with a service area covering approximately 365 square miles in northern Los Angeles County; and

WHEREAS, TEAM RCD is in need of specific assistance in order to fulfill its public services within its service area, which TEAM RCD lacks employees to provide; and

WHEREAS, the Parties desire to enter into this MOU with each other to provide for cooperation between the Districts wherein AVRCD's staff will provide needed services to TEAM RCD, to memorialize the rights and obligations of the Parties relating to such services, and to acknowledge that the Parties may rely on the necessary federal and/or state permits of either Party, as appropriate, for any work done under this MOU; and

WHEREAS, the services provided under this MOU would facilitate a strong partnership of mutual cooperation in providing opportunities for resource conservation and enhancement practices within TEAM RCD's service area.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, and pursuant to the laws of the State of California, TEAM RCD and AVRCD hereby agree as follows:

1. **Services:** AVRCD agrees, at its discretion, to make available to TEAM RCD, upon written request from TEAM RCD and when AVRCD is capable of doing so, its employees and staff who are qualified to provide the specific activities and services ("Activities") within the jurisdiction of resource conservation districts requested by TEAM RCD. Such Activities shall include, but not be limited to, those set forth in Exhibit A, attached hereto and by this reference incorporated herein. TEAM RCD will identify what specific activities are required, what specific certifications or licenses are required, if any, and the expected duration of the subject activities.

2. **Compensation:** TEAM RCD will compensate AVRCD for its use of AVRCD employees, staff, and agents. Such compensation will be based on the hours of work performed for TEAM RCD and will be determined based on the current hourly rate of the AVRCD employee(s), staff, or agent(s) performing those services, which will be disclosed to TEAM RCD before any work begins. The Parties agree that said payment will fulfill any obligation TEAM RCD may have to AVRCD and to any AVRCD employee, staff, or agent with respect to the payment of wages and any required benefits under the law, including Workers' Compensation insurance. To the extent allowed by law, TEAM RCD will also compensate AVRCD for its use of federal and/or state permits for each project at a rate to be determined by the Parties at the time the project is contemplated.

3. **Payment:** AVRCD shall provide to TEAM RCD a detailed invoice for all activities performed pursuant to this Agreement by the end of each quarter. TEAM RCD shall render payment to AVRCD no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next TEAM RCD Board of Directors' meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.

4. **Wage Payment:** AVRCD expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees or contractors arising out of services to TEAM RCD pursuant to this Agreement and that all payments will be made in accordance with California, federal, and any other applicable law. AVRCD further expressly agrees that it will be solely responsible for all required benefits owed to AVRCD employees, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.

5. **Workers' Compensation:** Pursuant to California Labor Code section 3602(d) and any other applicable law, TEAM RCD and AVRCD further agree that, to the extent TEAM RCD is legally required to provide Workers' Compensation coverage related to the work provided for it by AVRCD employees, AVRCD has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for TEAM RCD and that such Workers' Compensation coverage will specifically cover and encompass any and all work performed by AVRCD for TEAM RCD pursuant to this Agreement. AVRCD will advise TEAM RCD in the event that the required Workers' Compensation insurance is about to or expected to lapse.

6. Mutual Indemnification: TEAM RCD and AVRCD shall each defend, indemnify, and hold the other party and its officials, officers, employees, consultants, subcontractors, volunteers, and agents harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses.

7. Insurance: AVRCD shall procure and maintain during the period of performance of this MOU, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by AVRCD under this Agreement. Proof of this insurance shall be provided to TEAM RCD within one (1) week of the effective date of this Agreement. AVRCD will advise TEAM RCD in the event that the required third party insurance is about to or expected to lapse. TEAM RCD shall be responsible for carrying adequate insurance for any TEAM RCD employee or facility related to any activities performed under this Agreement.

8. Term: The term of this Agreement shall be for the period of one (1) year from the date of full execution of this Agreement by both Parties ("Initial Term"). The term of this Agreement shall be automatically extended for additional one (1) year terms ("Extended Term" or "Extended Terms," as appropriate) unless either Party terminates the Agreement pursuant to Paragraph 9, below.

9. Amendment and Cancellation: This MOU shall be effective when signed by both Parties. It contains the entire agreement between the Parties with respect to the matters herein provided for. It may be amended only by mutual written consent of both Parties, and either Party may cancel this MOU at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. AVRCD shall not be responsible to perform any work other than Activities requested in writing by TEAM RCD that have been agreed to by AVRCD, and TEAM RCD shall only be responsible to pay for work TEAM RCD has requested in writing to AVRCD.

10. Notices: Any notice, demand, request, consent, approval, or communication that either Party is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address. Either TEAM RCD or AVRCD may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this subsection. The addresses for the Parties are as follows:

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078
Phone: (951) 387-8992

To AVRCD at:

Antelope Valley Resource Conservation District
44811 N. Date Ave., Suite G
Lancaster, CA 93534
Phone: (661) 945-2604 ext. 107

11. Severability: If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue

in full force and effect.

12. Attorneys' Fees: If either Party commences an action in court with respect to the rights and obligations of the Parties under this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party, in addition to all other relief granted by the court, its reasonable attorneys' fees and incurred in prosecuting or defending such action, including any appeal from the judgment therein.

13. Governing Law and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in an appropriate court in Riverside County, State of California.

14. Authority: Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

15. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT, a
California resource conservation district

ANTELOPE VALLEY RESOURCE
CONSERVATION DISTRICT, a California
resource conservation district

Name: 

Title: President

Date: 08/25/16

909-208-7848- Direct

Name: 

Title: EXECUTIVE DIRECTOR

Date: 08/19/2016

DIRECT 661-305-3405

EXHIBIT A:
Activities

Use of AVRCD employees, staff, and agents, or any combination of same, under this Agreement may include, but is not limited to:

- a. Assistance with the TEAM RCD Aquatics Program;
- b. Assistance with the biological monitoring and reporting on TEAM RCD conservation easements;
- c. Assistance with mitigation work;
- d. Assistance with the development of the projected costs associated with implementing mitigation and conservation easements;
- e. Assistance with the development of habitat mitigation and monitoring plans; and
- f. Assistance with related TEAM RCD projects or programs.